

Exhibit A



RESIDENT-FELLOW AGREEMENT

Miami Valley Hospital (*Hospital*) agrees to employ Jacquelyn Elizabeth Mares, M.D. (*Resident/Fellow*), R2, Social Security # _____ in the Wright State University Obstetrics/Gynecology Program (*Program*), pursuant to the following terms and conditions. This Agreement is effective on July 1, 2016.

I. OBLIGATIONS OF HOSPITAL

Hospital agrees to employ Jacquelyn Elizabeth Mares, M.D. (*Resident/Fellow*), pursuant to the terms of this contract on an "employment at will" basis, as a(n) **Obstetrics/Gynecology Resident/Fellow**. (See Position Description attached and incorporated herein as Exhibit A.)

Further, Hospital agrees through its affiliation with Wright State University to:

- A. Provide a suitable opportunity for medical education experience;
- B. Provide a training program that meets the standards of the Accreditation Council on Graduate Medical Education;
- C. Provide a duration and sequence of assignments which shall be in accordance with specialty board requirements with consideration given to the desires of the resident/fellow and to the schedule of the participating institutions;
- D. Provide compensation and benefits as further stated in this agreement, and as stated in the Hospital benefit policies applicable to residents/fellows.
- E. The Dayton Area Graduate Medical Education Community and Hospital maintain a drug-free and tobacco-free workplace. All new Hospital employees are required to undergo urine drug testing as a condition of employment. This test quantifies the presence of illicit drugs and nicotine metabolites. New and/or prospective employees who have levels above the threshold level will have their employment or offer of employment rescinded. All incoming interns/residents offered contracts through the NRMP will also undergo such drug testing to include nicotine, as part of the pre-employment examinations and will be subject to termination of employment or rescission of employment offer if said illicit drugs and/or nicotine metabolites levels are above such threshold level.

II. OBLIGATIONS OF THE RESIDENT/FELLOW

The resident/fellow agrees to:

- A. Perform satisfactorily to the best of his/her ability, the customary services of a(n) **Obstetrics/Gynecology Resident/Fellow** in each progressive year of the residency program (see Position Description attached as Exhibit A);
- B. Perform only those medical procedures under such supervision as appropriate and as credentialed pursuant to the Program;
- C. Conform to and be governed by all Hospital and Program policies, procedures, and regulations governing residents/fellows which are not inconsistent with this contractual agreement;
- D. Be on time and attend all specifically designated conferences as requested, including Daily Check-In;

- E. Know and adhere to all medical records rules or regulations as stated in the medical staff bylaws and adhere to the medical staff and House Staff rules and regulations of Hospital. The resident/fellow shall participate in hospital-required educational courses in a timely manner. Failure to follow these and other Hospital policies may result in the suspension of privileges and possible termination, and the resultant withholding of certification. This contract specifically incorporates the disciplinary provisions of the Hospital section of the Resident Manual of Wright State University, School of Medicine. Furthermore, this contract specifically incorporates all Hospital, University, and Program policies regarding sexual and other forms of harassment.
- F. Refrain from disclosing to any unauthorized person any confidential information, including protected health information, received during the course of employment;
- G. Not engage in any remunerative work not authorized in writing by the Program Director;
- H. Provide to the Program proof of graduation from an approved medical school and, if applicable, provide to the Program a valid ECFMG certificate; proof of graduation and the ECFMG certificate must be provided to the Program before the execution of this Agreement;
- I. Participate fully in any process directed toward Joint Commission accreditation or the certification or accreditation of the Hospital and/or Program by any other agency.
- J. Comply with the rules and regulations of Hospital applicable to residents/fellows, as well as the rules and regulations applicable to Hospital employees in general which are not in conflict with the rules and regulations applicable to residents/fellows.

III. COMPENSATION AND BENEFITS

In exchange for resident/fellow's fulfillment of the resident/fellow's obligations, Hospital agrees to the following:

- A. Salary: Hospital shall pay to resident/fellow \$55944.96 per year gross salary beginning July 1, 2016; and such compensation shall be paid to resident/fellow bi-weekly, calculated by taking the annual salary divided by 26 pay periods (bi-weekly gross pay). The annual salary shall be recalculated each year; compensation increases shall be approved through Hospital's annual compensation plan for its employees as indicated, and applied to resident/fellow's annual salary. Any increase shall not be awarded until such time the resident/fellow is promoted to the next post-graduate year in the program.
- B. Professional Liability Insurance: Professional Liability Insurance Coverage is provided each resident/fellow by Hospital in the same amounts and subject to the same or substantially similar terms and conditions as all other employee-physicians of Hospital. Coverage is not provided for non-assignment duties.
- C. Other Benefits: Hospital shall provide to resident/fellow, during the term of this Agreement, those benefits listed in Exhibit B attached.

IV. TERM AND TERMINATION

This contract begins 7/1/2016 and is expected to end 6/30/2019. This agreement may be shortened or extended based on the written recommendation of the Program Director to reflect a change in the training period due to Family Medical Leave absence(s), delayed promotion, resignation of the resident/fellow, or other such events. The aforementioned events are examples only and are not to be considered an exhaustive list. All such written recommendations will constitute an amendment and hereby be incorporated to this agreement; shall be maintained by Hospital's Department of Medical Education in the employee's personnel file; and the term of this agreement shall be changed accordingly. In addition, this employment agreement shall abide by the laws of the State of Ohio laws concerning "employment at will". Accordingly, either party may terminate this agreement by giving written notice to the other at any time for any reason that does not contradict the law or due process procedures (Section F below) for residents. Notwithstanding the

forgoing, resident agrees whenever possible to provide the Program Director and Hospital a minimum of 60 days' advance written notice of resignation.

This contract may be terminated by Hospital immediately, any time prior to its expiration, for the following reasons:

- A. Resident/fellow's death or disability (as determined by the Hospital's employment policies);
- B. If resident/fellow's temporary or permanent certification to practice medicine in the State of Ohio is limited, suspended, or terminated for any reason;
- C. If resident/fellow is convicted of a felony and/or crime of moral turpitude (as determined in the Hospital's sole discretion); and/or
- D. Pursuant to the employment and corrective action policies of the Hospital applicable to Hospital employees in general and which policies are not in conflict with the rules and regulations applicable to resident/fellow.
- E. If the residency program is terminated, subject to the provision of reasonable notice by Hospital of such termination to resident/fellow and the exercise of best efforts by Hospital for resident/fellow to complete the education within the program or to help identify and facilitate resident/fellow's transfer to another program to complete the education;
- F. If in the Program's opinion the resident/fellow substantially fails to meet any of the general requirements of the Program or is terminated by the Program.
 - a. Consistent with the Wright State University Boonshoft School of Medicine, Resident Manual, Item 504 - Academic and Professional Standards / Due Process, and as such policy may be updated from time to time, written notice of intent to not promote or to terminate a resident's appointment must be provided to resident no later than 120 days (four months) prior to the end of their current academic year, if the primary reason occurred prior to the last 120 days of the academic year.

V. CONDITIONS FOR ADVANCEMENT

Conditions for advancement are those included in the Program's policies. Academic progress and completion of Residency is the sole discretion of the residency program director and relevant academic department clinical competency committee.

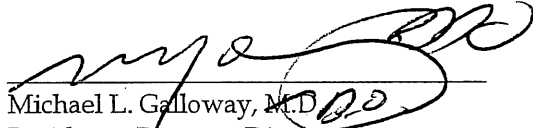
VI. OTHER TERMS

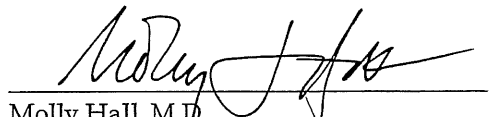
- A. Conflicts: Any conflicts between the Program and resident/fellow may be addressed through the grievance procedure outlined in the Residency Manual of Wright State University. Any employment matter between Hospital and resident/fellow may be addressed in accordance with Hospital's grievance procedure as stated in Hospital's Employee Handbook.
- B. Applicable Law: This Agreement shall be governed by the laws of the State of Ohio; Venue for any suit shall be proper only in Montgomery County, Ohio.
- C. Entire Agreement, Severability: This Agreement contains the entire agreement between the parties, and supersedes all prior and contemporaneous verbal and written agreements. If any portion of this agreement is held to be illegal, void or voidable by any court of competent jurisdiction or other governmental body, the remaining provisions shall remain in full force and effect.
- D. Excluded Provider: Resident/fellow agrees to enroll as a Medicare and Medicaid provider. Resident/fellow hereby represents and warrants that he/she is not and has at no time been excluded from participation in any federal or state funded healthcare program, including but not limited to, Medicare and Medicaid. Resident/fellow hereby agrees to notify Hospital immediately of any threatened, proposed, or actual exclusion of


resident/fellow from any federal or state funded healthcare program, including but not limited to, Medicare and Medicaid. In the event that resident/fellow is excluded from participation in any federal or state funded healthcare program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that resident/fellow is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Resident/fellow shall indemnify and hold harmless Hospital against any and all actions, claims, demands and liabilities, and against all loss, damages, cost and expenses, including reasonable attorney's fees, arising directly or indirectly, out of any violation of this section of this agreement by resident/fellow, or due to exclusion of the resident/fellow from a federally funded healthcare program including but not limited to, Medicare or Medicaid.

Wherefore, the parties enter into this Agreement effective as of the date and year first written above.

Wright State University Boonshoft School of Medicine


Michael L. Galloway, M.D.
Residency Program Director


Molly Hall, M.D.
Vice President of Academic Affairs & Chief Academic Officer


Jacquelyn Elizabeth Mares, M.D.
Resident/Fellow

[Approved as to form: Cara W. Powers, Esq.]